

STATE OF SOUTH DAKOTA  
OFFICE OF PROCUREMENT MANAGEMENT  
523 EAST CAPITOL AVENUE  
PIERRE, SOUTH DAKOTA 57501-3182

**Project Manager- Medicaid Management Information System Replacement Project**  
**PROPOSALS ARE DUE NO LATER THAN DECEMBER 19, 2012 at 5:00 P.M. CENTRAL TIME**

RFP #: 2024

BUYER:  
Department of Social  
Services  
(DSS)

EMAIL:  
Doug.Dix@state.sd.us

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_

FEDERAL TAX ID#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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**PRIMARY CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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## **1.0 GENERAL INFORMATION**

### **1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The State of South Dakota, Department of Social Services, issues this Request for Proposal (RFP) for the purpose of selecting a Project Manager to lead the agency's Medicaid Management Information System replacement project.

### **1.2 BACKGROUND**

DSS is the Single State Medicaid Agency for South Dakota. Over 115,000 (average monthly) South Dakotans rely on Medicaid and CHIP for their healthcare needs. South Dakota currently utilizes a legacy mainframe system as its Medicaid Management Information System and is currently in the process of replacing this legacy system with a new information system.

DSS selected a vendor to design, develop, and implement the new system. A portion of the system – provider enrollment has been implemented. DSS is in the process of finalizing the scope and duration of the remaining project tasks so that completion of the remaining components of the system can be developed and implemented.

DSS is seeking a qualified individual for the DSS Project Manager position related to this effort. Once selected, the Project Manager is expected to begin work immediately. The duration of this project is expected to last at least 36 months with a final project schedule to be determined based on remaining design and implementation activities.

The vendor selected for this position will be precluded from bidding on any future procurement for Independent Verification and Validation Services.

### **1.3 ISSUING OFFICE AND RFP REFERENCE NUMBER**

DSS is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP #2024. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

### **1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication	November 9, 2012
Deadline for Submission of Written Inquiries	November 27, 2012
Responses to Vendor Questions	December 12, 2012
Proposal Submission	December 19, 2012
Anticipated Award Decision/Contract Negotiation	January 7, 2013

### **1.5 SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the DSS by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original and 5 identical copies of the proposal shall be submitted. An electronic copy in PDF format must be emailed to Doug Dix at [Doug.Dix@state.sd.us](mailto:Doug.Dix@state.sd.us).

**The cost proposal must be in a separate sealed envelope and labeled “Cost Proposal”.**

All proposals must be signed, in ink, by the responder or by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words “Sealed Proposal Enclosed” must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL #2024  
PROPOSAL DUE January 12, 2013  
DEPARTMENT OF SOCIAL SERVICES  
700 GOVERNORS DRIVE  
PIERRE, SD 57501**

All capital letters and no punctuation are used in the address. The above address as displayed should be the only information in the address field.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

**1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**1.7 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

**1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the vendor prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

**1.9 VENDOR INQUIRIES**

Vendor may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Doug Dix at [Doug.Dix@state.sd.us](mailto:Doug.Dix@state.sd.us) with the subject line “RFP #2024”. Inquires may also be faxed to 1-605-773-5014. If inquiries are submitted by mail the envelope should be addressed to:

Department of Social Services  
ATTN: Doug Dix  
700 Governors Drive  
Pierre, SD 57501

Be sure to reference the RFP number in your letter.

The DSS prefers to respond to vendor inquiries (if required) via e-mail. If a vendor does not indicate an email address, the DSS's response will be sent via fax. If no fax number is provided, the DSS will mail the response. All vendors will be informed of any inquiries and the DSS's response. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

#### **1.10 PROPRIETARY INFORMATION**

The proposal of the successful vendor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the DSS. All materials submitted become the property of the State of South Dakota and may be returned only at the DSS's option.

#### **1.11 LENGTH OF CONTRACT**

The contract is expected to start January 21 , 2013. The end date of the contract will be determined when the project activities and schedule are finalized and is expected to last at least 36 months.

#### **1.12 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

#### **1.13 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the DSS. However, the DSS may award a contract based on the initial proposals received without discussion with the vendor . If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the DSS's request. The DSS reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **2.0 STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the DSS's standard terms and conditions as outlined in sample contract. See [Attachment A](#).

- 2.1** The Vendor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.

## **3.0 SCOPE OF WORK**

This section describes the scope of services to be performed by the awarded vendor .

- 3.1** Vendor will be responsible for:

- Overall responsibility for managing project schedule and managing project scope
- Manage daily project operations including resource assignments
- Manage budget and schedule and perform management activities related to the DDI vendor, IV&V vendor and PMO support vendor.
- Manage project risks, issues, and schedule and keep management advised of project status with formal project reports
- Providing project status reports to State Executive Steering Committee

- 3.2** Vendor will be on site full time at the project office located in Pierre, South Dakota.

- 3.3** The Project Manager's resume must be provided and must demonstrate and give examples of the following

- 3.3.1 Past experience and appropriate working knowledge of successfully managing large scale information system implementation projects. Experience managing Medicaid Management Information System implementation.
- 3.3.2 Ability to coordinate efforts related to this project with other related initiatives including implementing a new Medicaid Eligibility System and Healthcare Exchange.
- 3.3.3 Experience with information technology projects and procurement management including managing comprehensive project plans, large complex multi-year systems development projects (full project lifecycle), disciplined change control management, knowledge of Medicaid/MMIS environment, and general knowledge of new federal legislation including HITECH and ACA.
- 3.3.4 Experience establishing a project management system and managing both technical and business teams.
- 3.3.5 Experience and approaches to managing and coordinating with multiple stakeholders.
- 3.3.6 Strong background in project leadership, information technology projects, superb written and oral communication skills, ability to engage with people across the organization.
- 3.3.7 Strong work ethic and interpersonal skills.
- 3.3.8 MITA and CMS Certification experience.

## **4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

- 4.1** The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the DSS of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- 4.2 Vendor selected for this procurement is prohibited from submitting a proposal or staffing any future vendor selected for the design, development, and implementation of the short term remediation effort or longer term system replacement.
- 4.3 **Vendor's Contacts:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.4 The vendor may be required to submit a copy of their most recent audited financial statements upon the DSS's request.
- 4.5 Provide the following information related to at least three previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.

## **5.0 PROPOSAL RESPONSE FORMAT**

- 5.1 An original and 5 copies shall be submitted.
- 5.1.1 In addition, the vendor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Vendors may not send the electronically formatted copy of their proposal via email.
  - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
- 5.2.1 **RFP Form.** The DSS's Request for Proposal form completed and signed.
  - 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the vendor's experience and qualifications. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
  - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
    - 5.2.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, necessary to fulfill the

requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Vendors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal" as outlined in section 1.6 of this RFP.

See section 7.0 for more information related to the cost proposal.

## **6.0 PROPOSAL EVALUATION AND AWARD PROCESS**

**6.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;

6.1.2 Ability to perform the work, including any specialized services, within the specified time limits for the project;

6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

6.1.4 Proposed project management techniques; and

6.1.5 Ability and proven history in handling special project constraints.

**6.2** Experience and reliability of the vendor's organization are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

**6.3** The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.

**6.4** The DSS reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the DSS of South Dakota.

**6.5 Award:** The requesting agency and the highest ranked vendor shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.

- 6.5.1 If the agency and the highest ranked vendor are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the vendor. The agency may then negotiate with the next highest ranked vendor.
- 6.5.2 The negotiation process may continue through successive vendors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

## **7.0 COST PROPOSAL**

This section describes the requirements to be addressed by Vendors in preparing the Cost Proposal. The Vendor must submit its Cost Proposal as a separate document of the proposal. The Cost Proposal shall include a short cover letter, signed by the Vendors relating to the submittal of the completed Cost Proposal. The cost information must not be referenced or identified in any other part of the Vendor's proposal sections, including any Cover Letters or Executive Summary. The Cost Proposal consists of the following pricing components:

### **7.1 Vendor Total Fixed Bid Price**

### **7.2 Vendor Proposed Monthly Payment Schedule**



**ATTACHMENT A**

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF ECONOMIC ASSISTANCE**

**Consultant Contract  
For Consultant Services  
Between**

State of South Dakota  
Department of Social Services  
OFFICE OF THE SECRETARY  
700 Governors Drive  
Pierre, SD 57501-2291

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Referred to as Consultant

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Referred to as State

**The State hereby enters into a contract for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.**

1. **CONSULTANT'S South Dakota Vendor Number is** \_\_\_\_\_.
2. PERIOD OF PERFORMANCE:  
This Agreement shall be effective as of \_\_\_\_\_ and shall end on \_\_\_\_\_, unless sooner terminated pursuant to the terms hereof.
3. WILL THE CONSULTANT USE STATE EQUIPMENT, SUPPLIES, OR FACILITIES?
4. PROVISIONS:
  - A. **The Purpose of this Consultant contract:**  
  
Provide Project Management for the Department of Social Services. The RFP # XXXX and vendor proposal is incorporated as Attachment 1 to this Agreement.
  - B. **The Consultant agrees to (add an attachment if needed.):**

C. The State agrees to:

1. Make payment for services upon satisfactory completion of services and receipt of bill.
2. Will the State pay Consultant expenses as a separate item? No.

If YES, expenses submitted will be reimbursed as identified in this agreement.

3. The **TOTAL CONTRACT AMOUNT** will not exceed \$ .

5. **BILLING:**

Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 45 days of the contract end date to receive payment for completed services. If a final bill cannot be submitted in 45 days, then a written request for extension of time and explanation must be provided to the State.

6. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities

7. **LICENSING AND STANDARD COMPLIANCE:**

The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.

8. **ASSURANCE REQUIREMENTS:**

The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.

**9. RETENTION AND INSPECTION OF RECORDS:**

The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for six years following termination of this agreement. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this contract shall be returned to the State within thirty days after written notification to the Consultant.

All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this Contract will become the sole property of the State. The State hereby grants the Consultant the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of the Consultant's business for any lawful purpose. Either the originals or reproducible copies satisfactory to the State, of all technical data, evaluations, reports and other work product of the Consultant shall be delivered to the State upon completion or termination of services under this Contract.

**10. TERMINATION:**

This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

**11. FUNDING:**

This Contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Contract will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

**12. AMENDMENTS:**

This Contract may not be assigned without the express prior written consent of the State. This Contract may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. **CONTROLLING LAW:**

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14. **SUPERCESSION:**

All other prior discussions, communications and representations concerning the subject matter of this Contract are superseded by the terms of this Contract, and except as specifically provided herein, this Contract constitutes the entire agreement with respect to the subject matter hereof.

15. **SEVERABILITY:**

In the event that any provision of this Contract shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or renderunenforceable any other provision hereof.

16. **NOTICE:**

Any notice or other communication required under this Contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

17. **SUBCONTRACTORS:**

The Consultant may not use subcontractors to perform the services described herein without express prior written consent form the State. The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Contract, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Contract. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

18. **HOLD HARMLESS:**

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

19. INSURANCE:

Before beginning work under this Contract, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain.

22. REPORTING PROVISION:

Consultant agrees to report to the State any event encountered in the course of performance of this Contract which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

23. **AUTHORIZED SIGNATURES:**  
In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____ Consultant Signature	_____ Date
_____ State- DSS Division Director Carrie Johnson	_____ Date
_____ State – DSS Chief Financial Officer Brenda Tidball-Zeltinger	_____ Date
_____	_____

**State Agency Coding:**  
**ARRA (Stimulus Funds) - YES OR NO?**

**Contract Description Code:**

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____
SVC PO Code	_____	_____	_____	_____

DSS Program Contact Person Doug Dix  
Phone 605-773-5014

DSS Fiscal Contact Person Patty Hanson  
Phone 605 773-3586

Consultant Program Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_

Consultant Fiscal Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_

Consultant Email Address \_\_\_\_\_

**SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.**